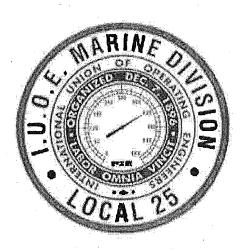
LOCAL 25, MARINE DIVISION AFL-CIO

STANDARD NORTHERN ADDEDNUM



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MAY - 7 2012

DEPT. OF LABOR STANDARDS BOSTON OFFICE

Effective:

October 1, 2009 through September 30, 2012

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TERRITORIAL ZONE - SECTION 1

Whenever work covered by Section 1 of the Standard Master AGREEMENT is carried out within the territorial zone on the Atlantic Coast from the Canadian border to the southerly border of the State of Maryland, and tributary waters in this zone, this Northern Addendum will be in full effect as a supplement to the Standard Master AGREEMENT.

WORK WEEK AND OVERTIME – SECTION 2

- 1. All work done in excess of 40 hours in any work week and on Saturday or Sunday shall be overtime and compensated for at 1.1/2 times the regular rate of pay except that compensation for work done on a holiday provided for in this AGREEMENT, shall be as provided in Section 14 hereof.
- 2. When an employee reports for duty as directed, he shall be offered at least 8 hours work, or paid for 8 hours plus subsistence, less late time.
- 3. It is recognized by the COMPANY and the UNION that, as a vehicle to allow more time off, a modified work schedule may be put into effect by mutual agreement, subject to any such modified work schedule being ratified and approved by the crew.
- 4. Under normal dredging operations, The COMPANY shall make available to each employee who is on the job on Monday, 48 hours work per week, running from Monday through Sunday inclusive provided the dredge or equipment is operating. In the event the dredge is shut down and the employee is laid off, wages will be paid up through the day his employment is terminated.
- 5. The COMPANY shall give employees 24 hours advance notice of a forthcoming temporary or permanent tie-up of equipment. In the event such advance notice is not possible, the COMPANY shall continue to employ the employees on watch, at the time of such tie-up, to the completion of that watch and shall not deprive employees scheduled to report for the next 2 watches of their employment. In any event, the Lead Dredgeman and Shop Steward shall be notified of such temporary or permanent tie-up of equipment.
 - a) Employees retained by the COMPANY after the above watches have been completed shall be employed on a 40 hours per week work schedule, and shall be given 24 hours advance notice of lay-off.
 - b) The COMPANY and the UNION realize that the Christmas holiday presents unique problems for work scheduling. Every effort will be made by the COMPANY to post sufficient notice of the Christmas holiday schedule to allow adequate time for travel and work schedules to be arranged.
 - c) Because of the nature of the work in the stewards department, a day's work shall consist of eight 8 hours within a spread of twelve 12 hours.

HOLIDAYS - SECTION 3

Holidays under this AGREEMENT are as follows:

New Year's Day

Labor Day

Veterans Day

Memorial Day

Thanksgiving Day

Martin Luther King, Jr. Day

Independence Day

Good Friday

Christmas Day

MEDICAL - SECTION 4

The COMPANY shall contribute to Local 25, Marine Division, International Union of Operating Engineers Medical Plan, established by an Agreement and Declaration of Trust entered into as of the 1st day of October 1959, the sum of \$4.80 per hour effective October 1, 2009; \$5.00 per hour effective October 1, 2010; \$5.20 per hour effective October 1, 2011 for each hour worked by its employees covered by this AGREEMENT. The COMPANY shall be bound by all of the provisions of said Agreement and Declaration of Trust as the same now exists or may be hereafter amended by the parties thereto.

PENSION - SECTION 5

The COMPANY, as of October 1, 2006, shall contribute to the International Union of Operating Engineers Central Pension Fund, the sum of \$2.00 per hour for each hour worked by its employees covered by the AGREEMENT.

The COMPANY and the UNION agree that contributions to the International Union of Operating Engineers Central Pension Fund shall be based upon the terms of the merger Agreement between the International Union of Operating Engineers Central Pension Plan and the International Union of Operating Engineers, Local 25 Pension Fund, and the terms of the governing instruments of the International Union of Operating Engineers Central Pension Fund.

VACATION - SECTION 6

The COMPANY, as of October 1, 2009, shall contribute to Local 25, Marine Division, International Union of Operating Engineers Vacation Plan, established by an Agreement and Declaration of Trust entered into as of the 1st day of October 1962, 8% of the straight time rate multiplied by the total hours worked. The COMPANY shall be bound by all of the provisions of said Agreement and Declaration of Trust as the same now exists or may be hereafter amended by the parties thereto.

ANNUITY - SECTION 7

1. The COMPANY, as of October 1, 2006, shall contribute to Local 25, Marine Division, International UNION of Operating Engineers Annuity Plan, established by an Agreement and Declaration of Trust entered into as of the 1st day of October, 1990 and as thereafter amended, the following sums for each hour worked by its employees covered by this collective bargaining AGREEMENT. The COMPANY shall be bound by and shall comply with all of the applicable provisions of said Plan and Agreement and Declaration of Trust as the same now exists or may be hereafter amended by the Trustees of the Plan. The design and the

features of the Annuity Plan shall be determined and adopted by the Trustees of the Annuity Plan.

- a) For Classification A, B1 and B2: the sum of \$1.25 per hour for each straight time hour of employment and the sum of \$1.88 per hour for each time and one half hour of employment.
- b) For Classifications C1 and C2: the sum of \$.95 per hour for each straight time hour of employment and the sum of \$1.43 per hour for each time and one half hour of employment.
- c) For Classification D: the sum of \$.65 per hour for each straight time hour of employment and the sum of \$.98 per hour for each time and one half hour of employment.
- 2. Effective January 1, 2007, every employee shall have the right to elect to defer a portion of his gross earnings to the 401k component of the Annuity Plan, up to the maximum permitted by the Internal Revenue Code, in accordance with the rules of the Plan as adopted by the Trustees. No matching contributions will be provided by the COMPANY.

Effective January 1, 2007, the COMPANY will make or cause to be made payroll deductions from the COMPANY'S participating employees' wages, in accordance with such participating employees' salary deferral elections subject to compliance with ERISA and the relevant provisions of the Internal Revenue Code. The COMPANY will transmit all amounts that have been withheld pursuant to the employees' salary deferral elections to the Annuity Plan or such other entity designated by the Trustees of the Annuity Plan to receive said deferred wages in such time, form and manner as determined by the Trustees of the Annuity Plan.

LEAD DREDGEMAN - SECTION 8

Because of the nature and mobility of the COMPANY'S dredges and auxiliary equipment, a Lead Dredgeman will be included in the bargaining unit. A Lead Dredgeman will be employed whenever the COMPANY employs workers in other classifications covered by this collective bargaining AGREEMENT within the territorial zone of this addendum. The UNION will designate the Lead Dredgeman, subject to the approval of the COMPANY. The duties of the Lead Dredgeman will be determined by the COMPANY. These duties may include assisting the COMPANY in procuring crews, requiring responsible performance of duties by various crew members under the direction of the COMPANY'S representative, assisting designated Shop Stewards whenever necessary in processing jobsite grievances and to generally act to promote the welfare of the parties to this AGREEMENT. Because of the nature of their duties, the Lead Dredgeman will be required to work eight 8 hours during a calendar day whenever the COMPANY employs workers in other classifications covered by this AGREEMENT or as directed by the COMPANY. The COMPANY will reimburse the Lead Dredgeman for telephone and/or travel expense authorized by the COMPANY on its behalf in connection with his duties. The COMPANY will designate a representative as immediate supervisor of the Lead Dredgeman to oversee and direct the daily activities of the Lead Dredgeman. The Lead Dredgeman shall be permitted to attend all officially called regular meetings of the UNION and all special meetings as may be called from time to time without loss of pay or subsistence.

PRIVATELY INSURED NON-OCCUPATIONAL BENEFITS - SECTION 9

Excluding only the States of New Jersey and Rhode Island where contributions are made to state funds established by law, the COMPANY agrees to provide in other states within the territorial limits of this AGREEMENT privately insured non-occupational sickness and accident benefits identical with the benefits provided under the New York State law.

SUBCONTRACTING - SECTION 10

The COMPANY, to the extent that it is engaged in onsite construction work, agrees that it will not sublet any work coming under the jurisdiction of International UNION of Operating Engineers, Local 25, Marine Division to any contractor who is not a signatory to an AGREEMENT with the aforesaid Local UNION, except where subcontractors satisfactory to the COMPANY cannot be furnished. The UNION and the COMPANY agree to discuss the matter so that the COMPANY may sublet to a contractor who can fulfill the requirements.

LEGALITY - SECTION 11

In the event there is a conflict between this addendum and the Master AGREEMENT, the parties agree that this addendum shall take precedence.

NORTHERN SCHEDULE "A" WAGES

CLASS	CLASSIFICATION	10/01/09 To 09/30/10	10/01/10 To 09/30/11	10/01/11 To 09/30/12	
A	Lead Dredgeman	32.89	32.89	32.89	
	Operator		5	. !	
	Leverman				
	Licensed Tug Operator over 1000 HP				
Α					
	Front-end Loader		ne locality in		
		I	ng performe		
B1	Derrick Operator	28.49	28.49	28.49	
	Spider/Spill Barge Operator				
	Engineer				
	Electrician				
	Chief Welder				
	Chief Mate		:		
	Fill Placer				
	Operator II		9		
	Maintenance Engineer				
	Licensed Boat Operator		<u> </u>		
B2	Certified Welder	26.84	26.84	26.84	
C1	Mate	26.14	26.14	26.14	
	Drag Barge Operator				
	Steward				
	Assistant Fill Placer	****			
	Welder				
C2	Boat Operator	25.29	25.29	25.29	
D	Shoreman	21.09	21.09	21.09	
	Deckhand	-	,		
	Rodman				
	Scowman		٠,		
	Cook	· ·			
	Messman	***************************************			
	Porter / Janitor				
	Oiler				

INCENTIVE PAY

The following Incentive Pay Schedule is an attempt to encourage members to seek further skill enhancements and/or to ascertain or upgrade licenses, certifications and certified endorsements.

CLASSIFICATION	LICENSE / CERTIFICATION	ADD TO HOURLY RATE
Operator	NCCCO	\$0.50
Licensed Tug Op. over 1000 HP (assigned as Master)	USCG licensed Master of Towing Vessels (MOTV)	\$1.00
Licensed Boat Operator (assigned as lead boat captain)	USCG licensed boat operator	\$0.50
Engineer	QMED and Tankerman endorsement or licensed engineer (USCG)	\$0.50
Oiler	QMED and Tankerman endorsement (USCG)	\$0.50
All classifications	Tankerman endorsement only (USCG)	\$0.25
Deckhand or Mate	AB w/ Lifeboatman endorsement (USCG)	\$0.50
All classifications	Lifeboatman endorsement only (USCG)	\$0.25
Welder	ABS certification	\$0.50

If a new position/classification is created during the term of this agreement, the wage and incentive rate will be mutually developed by the UNION and the COMPANY.

- * Each tug over 1000 HP shall have at least one licensed Master assigned to the vessel. The Master shall be paid a minimum of \$1.00 more per hour than the relevant Licensed Tug Operator rate.
- ** Regardless of which boat they are assigned to, the COMPANY shall employ at least one Licensed Lead Boat Captain for every working crew boat and tender tug boat. The Licensed Lead Boat Captain shall be paid a minimum of \$0.50 more per hour than the relevant Licensed Boat Operator rate.
- *** In order to receive the wage rate or incentive pay for a licensed or MMD rated classification, the individual must be in full regulatory compliance to work under his license or rating.

SIGNATORY PAGE OF STANDARD NORTHERN ADDENDUM

Effective dates. October 1, 2009 through September 30, 2012

In Witness hereof, the parties hereto have caused these presents to be signed and duly executed

FOR THE COMPANY:	A AND THE EDGE WAS TO THE COURSE WAS A
COMPANY NAME.	GREAT LAKES DREDGE & DOCK CO
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FOR THIS UNION:	
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